

GENERAL AGREEMENT FOR CONTRACT SECURITY SERVICES

This General Agreement for Contract Security Services (this "Agreement") is made as of April 14, 2015 (the "Effective Date") by and between Figueroa Corridor Partnership, Inc. (the "COMPANY") and Securitas Security Services USA, Inc. (collectively, "CONTRACTOR"). This Agreement supersedes the current Agreement in place.

IN CONSIDERATION of the mutual promises, covenants and conditions contained herein, the parties hereby agree as follows:

1. SERVICES/EQUIPMENT AND PRICE. CONTRACTOR will perform the security services (the "Services") and provide the equipment and supplies (the "Equipment") for the corresponding amounts (the "Price") as set forth in Exhibit A. The Price includes the cost of CONTRACTOR maintaining the Equipment in good working order at all times.
2. SPECIFICATIONS. CONTRACTOR will perform the Services in accordance with the specifications as set forth in Exhibit B and work schedule as set forth in Exhibit C.
3. AREA OF PERFORMANCE. CONTRACTOR will perform the Services in the area identified in Exhibit D.
4. MEDICAL BENEFITS/OBSERVED HOLIDAYS/PERSONAL DAYS. CONTRACTOR will offer the following services in the area identified in Exhibit E.
5. PERSONNEL TRAINING. CONTRACTOR will perform the Services in accordance with the specifications as set forth in Exhibit F.
6. TERM. The term of this Agreement will begin on the Effective Date and end on 1/1/16. The COMPANY and CONTRACTOR may extend or amend this Agreement via written authorization of both parties. If not extended in writing before the end of the term, this agreement will become a month-to-month agreement, cancellable by either party on 30 days advance written notice to the other.
7. INDEPENDENT CONTRACTOR. CONTRACTOR will perform the Services hereunder as an independent contractor, retaining complete control over its personnel and operations, conforming to all statutory requirements with respect to its employees, agents, and subcontractors, and providing all appropriate employee benefits. Neither CONTRACTOR nor its employees or agents will be, in any sense, the COMPANY's employees or agents, or have any authority to bind the COMPANY in any way. During the provision of the Services and Equipment, hereunder, CONTRACTOR will consult frequently with the COMPANY's designated representative in order to coordinate the specific Services and Equipment being performed and provided with the COMPANY's overall requirements.
8. PERMITS/LICENSES. CONTRACTOR will obtain any and all permits, licenses and authorizations that may be required by any and all governmental authorities with respect to the Services and the Equipment. All installations and Equipment used by CONTRACTOR in performing the Services will be maintained and installed in strict conformity with the requirements of any insurance carrier and applicable local, city, county, state and federal laws, rules, ordinances and regulations. CONTRACTOR will provide company copies of CONTRACTOR'S guard cards for those employees working on COMPANY'S account.

9. CHANGES IN WORK. The COMPANY will have the right at any time to issue, in writing, orders changing any of the Services or Equipment previously specified or agreed upon and CONTRACTOR will carry out all agreed to changes. Said written changes will be in the form of an amendment to this Agreement. Any additional service or equipment to be provided pursuant to any amendment will be at the same rate and price as set forth in Exhibit A.

10. TERMS OF PAYMENT.

10.1 Billing Procedures. CONTRACTOR will bill the COMPANY for its actual costs incurred on a weekly basis. CONTRACTOR will submit an invoice (the "Invoice") within fifteen (15) calendar days of the end of each Billing Cycle for the Services performed in such Billing Cycle. The COMPANY will pay the Invoice within thirty (30) calendar days of the receipt of such Invoice; provided however, that should the COMPANY have a bona fide dispute related to the Invoice, the COMPANY may withhold from payment those amounts of questionable charges and/or may pay only after verifying accuracy of supporting details of charges.

CONTRACTOR may propose raising its rates on 30 days' written notice to account for any increases in (a) health care, benefit, or insurance costs, (b) labor or fuel costs, (c) costs arising from changes to laws, regulations, or insurance premiums, (d) SUI or similar taxes, or (e) any other taxes, fees, costs or charges related to CONTRACTOR's services, provided that the proposal will include only CONTRACTORS's direct costs (including any required payroll tax or similar required increase, but excluding any administrative or overhead increase). If COMPANY does not notify CONTRACTOR of its disapproval of the proposed increased rates within 30 days of receipt of notice the raised rates will be deemed accepted. If COMPANY disapproves the increase and the parties cannot agree on an alternative, the proposed rate shall be the applicable rate; provided that either party may exercise its right to terminate on thirty (30) days' notice as provided below

10.2 Time Cards. CONTRACTOR's employees will punch in and out each day on a time clock provided by the COMPANY. The timecards will be maintained by CONTRACTOR on the COMPANY's premises. The time cards will serve as one (1) element of the basis for the monthly billing. A COMPANY representative will review hours worked by each of CONTRACTOR's employees on a weekly basis by signing each employee time card. The initialed time card will serve as authorization of payment for hours recorded, except that COMPANY reserves the right to verify the information reported on each time card.

11. TAXES, INSURANCE, AND PROFIT. CONTRACTOR will pay the Price which includes, an allowance for all State, Federal and other payroll taxes, including contributions and taxes assessed against employees on wages earned in connection with the Services, Worker's Compensation Insurance, Profit, and Liability Insurance. CONTRACTOR will make all reports required by governmental authorities. CONTRACTOR will also pay, and the Price includes, an allowance for, any and all other taxes now or hereafter imposed by any governmental authority upon, measured by or incident to the performance of this

Agreement.

12. COMPLIANCE WITH LAWS AND REGULATIONS. CONTRACTOR will comply with all laws, regulations, decrees, codes, ordinances, resolutions, and other acts of any governmental authority, including Federal and State labor, occupational safety ("OSHA"), and tax laws, which are applicable to this Agreement and to CONTRACTOR's performance hereunder, and will indemnify, defend, and save the COMPANY and all its officer's harmless from and against any and all loss, damage, injury, liability, claims, fines and penalties resulting directly or indirectly from CONTRACTOR's failure to do so.

13. SAFETY.

(a) CONTRACTOR shall develop a safety program applicable to the Services, review such program with the COMPANY in advance of beginning of the work, obtain COMPANY'S approval, which shall not be unreasonably withheld, and enforce such program at all times. Further, CONTRACTOR shall comply with all applicable laws and regulation, including but not limited to a written injury and illness prevention program pursuant to Labor Code 6401.7 (SB 198), the standards and regulations promulgated by the Secretary of Labor under the occupational safety and health act of 1970 (OSHA), and any other legislation enacted for the safety and health of CONTRACTOR'S employees. COMPANY shall have the right, but not the obligation, to review CONTRACTOR'S operations periodically for the purpose of seeing compliance by CONTRACTOR with the safety program, but such revisions shall not diminish CONTRACTOR'S complete responsibility for protecting the safety and health of its employees and sub-vendors.

(b) CONTRACTOR shall notify COMPANY immediately, by telephone with prompt confirmation in writing, of injuries that occur in the area of performance in connection with the work being performed under this Agreement and shall provide the COMPANY with such reports of injuries as the COMPANY shall deem necessary, including, but not limited to, copies of all reports and other documents filed or provided to CONTRACTOR'S insurers and to the applicable Federal and State agency in connection with such injuries or fatalities. CONTRACTOR shall also submit to COMPANY all daily activity logs that shall include any and all incident reports that were taken in the area of performance involving any irregular activities.

(c) These safety and health terms are agreed to by both the COMPANY and CONTRACTOR to be of the highest importance, and a breach or violation of any of the terms of this Paragraph by the CONTRACTOR will be considered to be a material and substantial breach of this Agreement. In that event the COMPANY shall have the right to suspend the work or terminate this Agreement, as COMPANY shall determine, immediately upon written notice to CONTRACTOR. Work shall not recommence until COMPANY shall be satisfied that these safety provisions shall not be breached or violated thereafter.

(d) Nothing contained herein shall be interpreted as enlarging COMPANY'S legal duty to CONTRACTOR or to CONTRACTOR'S agents, employees, sub-vendors, or third parties, or altering the status of CONTRACTOR as an independent contractor as set forth in Paragraph 7 above.

14. ALCOHOL, ILLEGAL DRUGS, WEAPONS. The use of alcohol, or illicit or non-prescribed controlled substances, or the misuse of legitimate drugs by any person in the area of performance, or remaining in the area of performance while under the influence of such substances, is strictly prohibited. In addition, possession of alcohol, illicit or non-prescribed controlled substance, firearms, explosives, or hazardous substances or articles without proper authorization, is not permitted in the area of performance. Entry onto the area where Services are performed is deemed, to the extent allowable by law, to be consent to and recognition of the right of COMPANY and its authorized representatives to search the person, motor vehicle, and other property of each individual while entering, on, or departing the area of performance.

15. INDEMNITY.

CONTRACTOR will defend and indemnify COMPANY against any loss or claim arising from the Services only to the extent the loss or claim is caused by the negligence, gross negligence, recklessness, willful misconduct or other fault (including, but not limited to, breach of contract) of CONTRACTOR, its employees or agents. However, CONTRACTOR'S liability will in no event exceed \$10 million. Further, CONTRACTOR will not be liable for any (a) punitive or consequential damages, (b) damages arising from events beyond CONTRACTOR'S reasonable control, or (c) injuries or deaths arising from any conditions of COMPANY'S premises.

16. INSURANCE.

During the term of the Agreement, CONTRACTOR agrees to maintain the following insurance with the indicated minimum limits: (i) Commercial General Liability - \$10,000,000 per occurrence (may be satisfied with a combination of General and Excess Liability); (ii) Automobile Liability - \$1,000,000 per occurrence; and (iii) Workers Compensation - In compliance with applicable law.

CONTRACTOR will maintain detainment coverage and assault & battery coverage under its General Liability insurance coverage.

CONTRACTOR will maintain Employers Liability Insurance coverage under its Worker's Compensation Insurance coverage.

CONTRACTOR's insurance will be primary, and any insurance maintained by COMPANY will be non-contributory.

CONTRACTOR will add COMPANY and its Board of Directors as additional insureds to CONTRACTOR'S applicable liability insurance policies; additional insureds will only be covered by CONTRACTOR'S insurance for liability assumed by CONTRACTOR in the Agreement, subject to the terms of CONTRACTOR'S insurance.

CONTRACTOR, on behalf of itself and its insurers, waives all rights of subrogation against COMPANY and any additional insureds.

If any of CONTRACTOR'S required insurance is canceled, notice will be delivered in accordance with insurance policy provisions (a statement to this effect will be on

CONTRACTOR'S certificate of insurance).

CONTRACTOR will provide COMPANY with a certificate of insurance evidencing the foregoing insurance requirements. The certificate of insurance will contain the following wording in the Description of Operations/Locations/Vehicles/Special Items section:

“Contract Reference: General Agreement for Contract Security Services between Figueroa Corridor Partnership, Inc. and Securitas Security Services USA, Inc.

Figueroa Corridor Partnership, Inc. and its Board of Directors are named as Additional Insured under the terms of the contract. Additional Insured coverage does not apply to the above Workers Compensation Policy.”

17. ASSIGNMENT. Neither this Agreement nor money due CONTRACTOR hereunder will be assigned, subcontracted or transferred in whole or in part by CONTRACTOR, except with the prior written consent of the COMPANY, and any attempt to do so without such written consent will be void. Notwithstanding the foregoing, CONTRACTOR may assign or delegate the performance of its duties hereunder, in whole or in part, to a subsidiary of CONTRACTOR; provided however, that CONTRACTOR will be liable to the COMPANY for such performance as if such assignment subcontract or delegation had not occurred.

18. RECORDS AND AUDITS. CONTRACTOR will maintain true and correct sets of records in connection with the work and all transactions related thereto and will retain all such records for at least thirty-six (36) months after completion of the work authorized by this Agreement. The COMPANY may at any time and with written notice to CONTRACTOR, request CONTRACTOR to make copies of any records related to the Services or Equipment; provided however, that the COMPANY will reimburse CONTRACTOR for the reasonable costs of making any such copies.

19. TERMINATION.

19.1 By the COMPANY. This Agreement may be terminated by the COMPANY for (a) "cause" with seven (7) calendar days written notice to CONTRACTOR or (b) any reason with thirty (30) calendar days written notice to CONTRACTOR (each notice, a "Termination Notice"). In event of such termination by the COMPANY, CONTRACTOR will cease performing the Services and providing the Equipment as provided in the Termination Notice, and the COMPANY will pay CONTRACTOR as provided herein for all Services performed and Equipment provided prior to and during the orderly shutting down of the Services and Equipment or in accordance with the Termination Notice. For purposes of this Section 19.1, "cause" will mean: (i) CONTRACTOR'S material breach of any of the provisions of this Agreement; (ii) CONTRACTOR'S commission of acts of dishonesty, fraud, or misrepresentation; (iii) CONTRACTOR'S acts or misconduct as would bring community disapproval and disrepute to the COMPANY; or (iv) any "good cause" defined as a fair and honest cause or reason, regulated by good faith on the part of the COMPANY.

19.2 By CONTRACTOR. This Agreement may be terminated by the CONTRACTOR for any reason with at least thirty (30) calendar days written notice to COMPANY (the

"Contractor Termination Notice"). In event of such termination by the CONTRACTOR, CONTRACTOR will continue to perform the Services and provide the Equipment as provided in this Agreement, and the COMPANY will pay CONTRACTOR as provided herein for all the Services performed and the Equipment provided during the period of time from the receipt of the Contractor Termination Notice until the date of termination as set forth in the Contractor Termination Notice. Additionally, either party may terminate this Agreement if CONTRACTOR'S insurers cancels or materially alters CONTRACTOR'S insurance. CONTRACTOR'S insurance will not be materially modifiable or cancelable without thirty (30) days' prior written notice to the COMPANY.

20. DELAYS.

20.1 Force Majeure Events. The COMPANY may require CONTRACTOR to suspend performance hereunder completely or partially for whatever length of time the COMPANY may elect based upon a "Force Majeure Event." For purposes of this Section 20, a "Force Majeure Event" will mean strikes, lockouts, labor disputes, embargoes, acts of God, governmental actions, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty or other causes beyond the COMPANY'S reasonable control.

20.2 Inclement Weather. Work stoppage due to inclement weather will be determined by CONTRACTOR and the COMPANY.

20.3 Damages Due To Delays. The COMPANY will not be liable for any damages or billable hours, direct, consequential or otherwise, suffered by CONTRACTOR due to delays caused by the events described in Section 20.

21. GOVERNMENT EMPLOYMENT REGULATIONS. In connection with this Agreement, CONTRACTOR will comply with all of the provisions below, which provisions are made a part hereof insofar as such provisions may be applicable to this Agreement and CONTRACTOR's performance hereunder:

21.1 Equal Opportunity. CONTRACTOR hereby certifies that it will fully comply with Executive Order 11246, as amended by Executive Order 11375, and the rules and regulations issued thereunder. CONTRACTOR also certifies that it will adhere to all local, state and federal non-discrimination laws.

21.2 Affirmative Action For Handicapped Workers. The regulations issued under the Rehabilitation Act of 1973 in Title 41, Chapter 60, Part 6-741 of the Code of Federal Regulations.

21.3 Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era. The regulations issued under the Vietnam Era Veteran's Readjustment Assistance Act of 1974 in Title 41, Chapter 60, Part 60-250 of the Code of Federal Regulations.

21.4 Immigration Reform and Control Act of 1986. CONTRACTOR agrees and covenants that none of its employees or employees of its subcontractors who provide services to the COMPANY are unauthorized aliens as defined in the Immigration Reform and Control Act of 1986.

22. MISCELLANEOUS.

22.1 Arbitration. To the fullest extent permitted by applicable law, any controversy or claim arising out of or relating to this Agreement, or any breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as amended and in effect on the date that a demand for arbitration is filed with the AAA and as modified or supplemented by this Agreement. The arbitration panel will consist of three (3) arbitrators: (i) one (1) arbitrator selected by the COMPANY; (ii) one (1) arbitrator selected by CONTRACTOR; and one (1) arbitrator selected by the AAA. The arbitrators' ruling will be binding and conclusive upon the parties hereto to the fullest extent permitted by law. Any arbitration will occur in Los Angeles, California, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. The arbitrators will be governed by and will apply the substantive law of the State of California in making their award. The prevailing party will be awarded all costs and expenses, including reasonable attorneys' fees and costs, incurred in connection with the arbitration.

22.2 Notices. All notices and other communications required or permitted to be give or made under this Agreement will be given or made in writing. Such notices will be delivered by hand delivery, by telecopy, or similar electronic means, by nationally recognized overnight courier, or by certified or registered mail, return receipt requested, addressed as follows:

If to the COMPANY:

Figueroa Corridor Partnership
Mr. Steve Gibson
Executive Director
3982 South Figueroa St., Suite
207
Los Angeles, CA 90037
steve@urbanplaceconsulting.com

With a copy to:

Figueroa Corridor Partnership
Ms. Irene Rodriguez
Chair, Board of Directors
3720 S. Flower St.
Los Angeles, CA 90007

If to the CONTRACTOR:

Securitas Security Services USA, Inc.
Jeff Winter
Area Vice President
1055 Wilshire Blvd., Suite 1600
Los Angeles, CA 90017
jeff.winter@securitasinc.com

Any party may change its address and responsible party for notification by notice to the other party given in the manner set forth above.

22.3 Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of California and in a like manner, as an agreement made and wholly to be performed in the State of California.

22.4 Headings. The Article and Section headings of this Agreement are for convenience only, do not form a part of this Agreement, and will not in any way affect the interpretation hereof.

22.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will constitute one and the same agreement.

22.6 Severability. If any provision of this Agreement is found to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.

22.7 Time. Time is of the essence in respect to all provisions of this Agreement.

22.8 Ambiguities. Each party and its counsel have participated fully in the review and revisions of this Agreement and the Exhibits attached hereto. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not apply in interpreting this Agreement.

22.9 Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specified.

22.10 Further Assurances. The parties will at their own expense and cost execute and deliver such further documents and instruments and will take such other actions as may be reasonably required to evidence or carry out the intent and purposes of this Agreement.

22.11 US SAFETY Act. Notwithstanding anything to the contrary, in connection with the US Safety Act, each party waives all claims against the other for damages arising from or

related to an act of terrorism, and the parties intend for this waiver to flow down to their respective contractors and subcontractors.

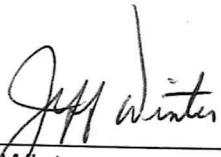
22.12 Entire Agreement. The terms and conditions contained herein constitute the entire agreement between the parties concerning the subject matter hereof, and will supersede all previous communications, either oral or written, between the parties hereto, and no agreement or understanding varying or extending this Agreement will be binding upon either party unless in writing, signed by a duly authorized officer or representative of each party.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first here in above written.


Securitas Security Services USA, Inc.

Figuroa Corridor Partnership, Inc.

BY:



Jeff Winter
Area Vice President
Securitas Security Services USA, Inc.



Steve Gibson
Executive Director
Figuroa Corridor Partnership, Inc.

Overtime: COMPANY will not be held responsible for paying overtime wages in the event of insufficient staffing on the part of CONTRACTOR to fulfill regularly scheduled services. However, overtime will be billed if COMPANY requests the overtime {i.e. Requested shifts over 8 hours per day or additional coverage that results in over 40 hours per week}.

EQUIPMENT COST (see below schedule of rates)

Equipment	Weekly Lease	Weekly Insurance	Weekly Service & Maintenance	Weekly Total
Vehicle 2014 Chevy Equinox	\$189.81	Included	Billed As Incurred	\$189.81
Verizon 3 Units (\$38.00 per unit) (1) with GPS – (\$20 per unit)	N/A	N/A	N/A	\$30.92

Additional mileage would be charged at .25 per mile.

Exhibit A – Pricing/Services

Project Manager Supervisor (Captain)	Pay Rate	Bill Rate	O/T Bill Rate
\$53,768	\$25.75	\$34.63	N/A

Lieutenant	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$14.75	\$21.91	1.5 X ST
Step II*	\$15.50	\$23.02	
Step III*	\$16.00	\$23.77	
Step IV*	\$16.50	\$24.50	

Senior Lead Bike & Vehicle Officer	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$11.50	\$17.08	1.5 X ST
Step II*	\$12.00	\$17.83	
Step III*	\$12.50	\$18.56	
Step IV*	\$13.00	\$19.31	

Bike & Auto Patrol	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$11.00	\$16.38	1.5 X ST
Step II*	\$11.50	\$17.08	
Step III*	\$12.00	\$17.83	
Step IV*	\$12.50	\$18.56	
Training Rate	\$10.00	\$14.63	1.5 X ST

Training Coordinator	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$11.25	\$16.63	1.5 X ST
Step II*	\$11.75	\$17.37	
Step III*	\$12.00	\$17.83	
Step IV*	\$12.25	\$18.11	

Dispatch	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$11.25	\$16.63	1.5 X ST
Step II*	\$11.75	\$17.37	
Step III*	\$12.00	\$17.83	
Step IV*	\$12.50	\$18.56	
Training Rate	\$10.00	\$14.63	1.5 X ST

STEPS: (*) I – Start rate, first assigned to account
 II – Approximately Six months on account
 III – Approximately One (1) year on account
 IV – Approximately Two (2) years on account

Exhibit B – Scope/Definition

The GOALS of the Community Ambassador program are as follows: (i) to attempt to reduce the actual levels of **crime** and **unwanted behavior**, and (ii) to try to create and sustain a positive perception of safety within the Figueroa Corridor District.

The Community Ambassadors methods for achieving such goals are **identifying** potential threats, and safety issues, **communicating** with local police, security and public safety agencies and **interacting** with property/business owners, students, vendors and the homeless community.

The Community Ambassadors help educate, communicate and build trust within the community in order to minimize property and physical damage. The Community Ambassador Program provides a strong presence in the form of bicycle, vehicle and walking units. Units are assigned individual area of patrol called **BEATS**. The purpose of the Community Ambassadors Program is to **IDENTIFY, REPORT and ENGAGE** inappropriate and illegal activities, as well as, **DETER** illegal activities such as panhandling, indecent exposure, trespassing, drinking in public, prostitution, and illegal vending. Community Ambassadors also assist in traffic control during traffic incidents.

The Community Ambassadors interact and have relationships with local agencies such as LAPD, public safety agencies and surrounding security companies. Community Ambassadors attend weekly or monthly meetings to learn of recent crime trends and to communicate District issues and concerns.

The Community Ambassadors are a friendly face from which visitors, shoppers, employees and students can get information daily about the various landmarks or directions to any venue within the Figueroa/Flower Corridor.

Exhibit C – Schedule

DISPATCHERS

<u>Unit</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>RH</u>	<u>OT</u>	<u>BOT</u>
D-12	OFF	0730 1600	0730 1600	0730 1600	0730 1600	0730 1600	OFF	40	00	00
D-4	0730 1600	BP	OFF	OFF	BP	BP	0730 1600	16	00	00
TOTAL	8	8	8	8	8	8	8	56	00	00

BIKE PATROL (SHIFT #1)

<u>Unit</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>RH</u>	<u>OT</u>	<u>BOT</u>
SLO 6	OFF	OFF	0830 1700	0830 1700	0830 1700	0830 1700	0830 1700	40	00	00
BRAVO 8	DP	0830 1700	OFF	OFF	0830 1700	0830 1700	DP	24	00	00
BRAVO 2	0830 1700	0830 1700	0830 1700	0830 1700	OFF	OFF	0830 1700	40	00	00
BRAVO 1	0830 1700	0830 1700	0830 1700	0830 1700	0830 1700	OFF	OFF	40	00	00
BRAVO 7	0830 1700	0830 1700	0830 1700	OFF	OFF	0830 1700	0830 1700	40	00	00
BRAVO 9	0830 1700	OFF	OFF	0830 1700	0830 1700	0830 1700	0830 1700	40	00	00
TOTAL	32	32	32	32	32	32	32	224	00	00

BIKE PATROL (SHIFT #2)

<u>Unit</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>RH</u>	<u>OT</u>	<u>BOT</u>
BRAVO 8	1230 2100	OFF	OFF	1230 2100	1230 2100	1230 2100	1230 2100	40	00	00
BRAVO 5	1230 2100	OFF	OFF	1230 2100	1230 2100	1230 2100	1230 2100	40	00	00
	16	00	00	16	16	16	16	80	00	00

VEHICLE PATROL (SHIFT #3)

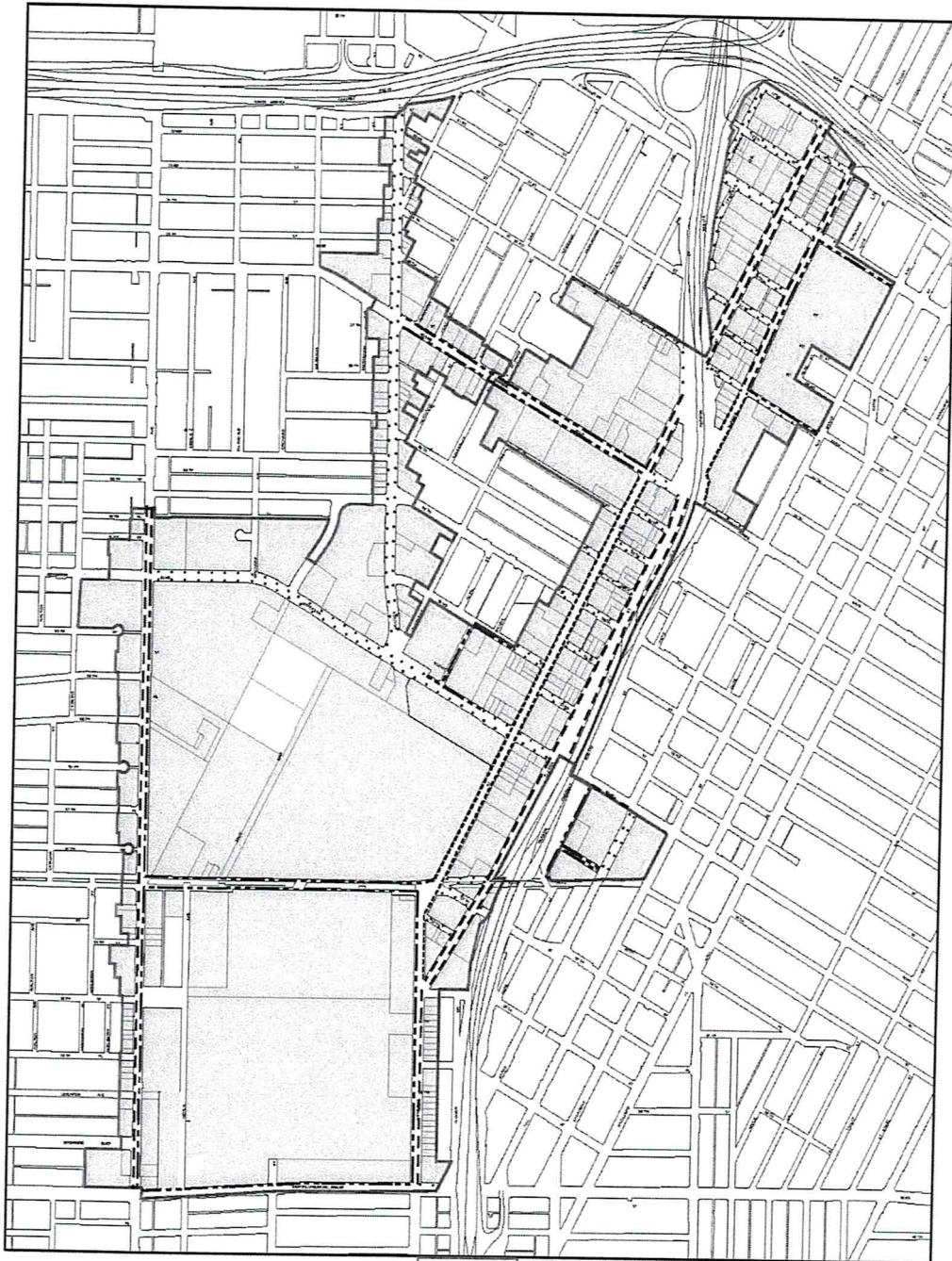
<u>Unit</u>	<u>Fri</u>	<u>Sat</u>	<u>Sun</u>	<u>Mon</u>	<u>Tue</u>	<u>Wed</u>	<u>Thu</u>	<u>RH</u>	<u>OT</u>	<u>BOT</u>
TOM 10	OFF	OFF	1530 2400	1530 2400	1530 2400	1530 2400	1530 2400	40	00	00
TOM 11	1530 2400	1530 2400	1530 2400	1530 2400	OFF	OFF	1530 2400	40	00	00
TOM 4	1530 2400	1530 2400	OFF	OFF	1530 2400	1530 2400	0830 1700	40	00	00
TOTAL	16	16	16	16	16	16	24	120	00	00



TOTAL HRS	480
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Exhibit D – Service Area

Area of Coverage – Boundaries Defined (map below)

- Figueroa St from Martin Luther King to Santa Monica Freeway (10 Fwy) (Both sides of the street)
- Flower St. from 10 Fwy to Figueroa and Flower St (Flower and Figueroa meet each other)
- Georgia St. between 17th St and Washington Blvd
- Lovelace St from 21st St north to Washington Blvd
- 17th St. between Georgia and Figueroa St.
- 18th St. between Georgia and Flower St.
- Washington Blvd between Georgia and Flower St. (Both sides of the street)
- 20th, 21st, 22nd, 23rd streets between Figueroa and Flower Streets
- 27th, 28th, 29th, 30th, 31st, 32nd, 37th, 38th Streets between Figueroa and Flower (Both sides of the street)
- 23rd St. from St. James Place to Hope St. (Both sides of the street)
- Adams Blvd from Hoover St. to Hope St. (Both sides of the street)
- 32nd St. from royal to Figueroa St. (Both sides of the street)
- Jefferson Blvd from Vermont to Flower St. (Both sides of the street)
- Jefferson Blvd from Flower to Grand St. (South side of the street *Only*)
- Exposition Blvd from Vermont to Flower St. (Both sides of the street)
- Washington Blvd between Flower St. and Grand St. (South side of the street *Only*)
- Grand St. from 35th St. to Jefferson Blvd (West side of the street only)
- Hope St. from 35th to Jefferson (East side of the street only)
- Hoover St. from Jefferson Blvd. to 10 Fwy (Both sides of the street)
- Martin Luther King, Jr. Blvd (north side) between Vermont Ave and Figueroa St.



 B.I.D. PROPERTIES (PROPERTY BASED)
 B.I.D. BOUNDARY

TIER
 1
 2
 3
 4

FIGUEROA CORRIDOR
 BUSINESS IMPROVEMENT DISTRICT
 Not to Scale



Dental and Vision Plans

Plan# VIS002 - VSP Vision

Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$1.84	\$1.84	\$0.00
Employee + 1	\$3.32	\$1.84	\$1.48
Family	\$5.28	\$1.84	\$3.44

Plan# DEN01 - Secure T Dental

Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$7.65	\$7.65	\$0.00
Employee + 1	\$13.03	\$7.65	\$5.38
Family	\$19.82	\$7.65	\$12.17

Plan# AET01 - Aetna DMO Dental

Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$4.92	\$4.92	\$0.00
Employee + 1	\$9.85	\$4.92	\$4.93
Family	\$14.77	\$4.92	\$9.85

Exhibit F – Training

<u>Training Class</u>	<u>Hours</u>
Managing Assaultive Behavior	4 hours
First Aid/CPR/Infant	8 hours
Bomb Prevention	4 hours
Crowd Control	4 hours
Laws of Arrest	2 hours
Arrest Search/Seizure	4 hours
Parking/Traffic Control	2 hours

Annual Training program - Billable hours – Coordinated by District Safety Manager A. Palacios



Amendment

Modifying the agreement dated on April 14, 2015.

**As amended (the "agreement") between
 Figueroa Corridor Partnership, Inc. ("Client") and
 Securitas Security Services USA, Inc. ("Company")**

This agreement is modified as of July 3, 2015 as follows, and in case of any conflict the following controls:

- 1) Exhibit A – Pricing of the previously agreed upon Non-standard contract**

Exhibit A – Pricing (Modified/Tools included)

Project Manager Supervisor (Captain)	Pay Rate	Bill Rate	O/T Bill Rate
\$53,768	\$25.75	\$35.09	N/A

Lieutenant	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$14.75	\$22.32	1.5 X ST
Step II*	\$15.50	\$23.43	
Step III*	\$16.00	\$24.13	
Step IV*	\$16.50	\$24.41	

Senior Lead Bike & Vehicle Officer	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$11.50	\$17.49	1.5 X ST
Step II*	\$12.00	\$18.24	
Step III*	\$12.50	\$18.97	
Step IV*	\$13.00	\$19.72	

Bike & Auto Patrol	Pay Rate	Bill Rate	O/T Bill Rate
5 Step I*	\$11.00	\$16.79	1.5 X ST
6 Step II*	\$11.50	\$17.49	
1 Step III*	\$12.00	\$18.24	
2 Step IV*	\$12.50	\$18.97	

Dispatch	Pay Rate	Bill Rate	O/T Bill Rate
Step I*	\$11.25	\$17.09	1.5 X ST
Step II*	\$11.75	\$17.73	
Step III*	\$12.00	\$18.24	
Step IV*	\$12.50	\$18.97	
Training Rate	\$10.00	\$15.01	1.5 X ST

Rate change reflective of client requested changes to include:

- Increase Certificate of Insurance requirements from \$5,000,000 to \$8,000,000 under the umbrella liability coverage (Policy #US00005452L115A).
- Include Certificate of Insurance requirements of \$2,000,000 under the general liability coverage (Policy #US00005451L115A)
- Provide all ambassadors assigned to Contract #0300713001 – Figueroa Corridor Partnership BID with the following tools: Extendable baton with belt clip, 10% Pepper Foam with holster, handcuffs with case. All cases are to be made of nylon material to match the provided duty belts. All equipment related to the above will be maintained and/or replaced by the company “SUSA inc.”
- Provide training for tools noted above by company certified trainer: Baton Training (initial 8 hrs), handcuff training (initial 4 hrs), Pepper spray/foam (initial 4 hours), plus all future refreshers of the aforementioned training as required by B.S.I.S., and/or SUSA Inc (whichever requirements are greater). Annual training refresher (8 hrs total) will be provided by the company “SUSA Inc.” as an unbilled cost. B.S.I.S. does not require for annual training and/or continuing education.
- All other site/contract required training will remain as billed as incurred/when requested.

Except as specifically modified by this amendment, all terms of the Agreement remain in full force.

Contract #03000713001 (“Client”)
Figueroa Corridor Partnership Inc. B.I.D.

Securitas Security Services USA, Inc.

By: Steve Gibson

By: Brian Sanchez

Name: Steve Gibson

Name: Brian Sanchez

Title: President Director

Title: Branch Manager

Date: 2/17/15

Date: 07/21/15

AMENDMENT
Modifying the Security Services Agreement (the "Agreement")
Between
Figueroa Corridor Partners Business Improvement District ("Client")
and Securitas Security Services USA, Inc. ("Company")

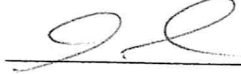
The Agreement is modified as follows as of its commencement, and in case of any difference between the Agreement and this Amendment, this Amendment will control.

- The following is a list of the hourly billing rate changes to the previous agreement:

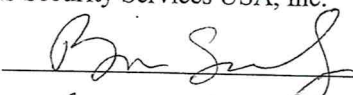
Pay Rate Step Matrix Effective 01/01/2016	Pay Rate	Hourly Bill Rate	Overtime/Holiday Hourly Bill Rate
Bike Patrol			
Director of Safety	\$26.75	\$37.71	\$56.57

Client will observe 3 Holidays and if officers' work will be billed at OT/Holiday rate for Christmas Day, July 4, and Thanksgiving Day.

Figueroa Partners Business Improvement District

By: 
Name: Aaron Aulenta
Title: Managing Director
Date: 1/27/16

Securitas Security Services USA, Inc.

By: 
Name: Brian Sanchez
Title: Branch Manager
Date: 2/1/16



**ADDENDUM/AMENDMENT/RENEWAL
to Security Services Agreement (the "Agreement") Between
Figueroa Corridor Business Improvement District ("Client")
and Securitas Security Services USA, Inc. ("Company")**

Effective Date: 5-06-16

As of the Effective Date of this Addendum/Amendment/Renewal, the Agreement is modified as follows; except as specifically modified by this Addendum/Amendment/Renewal, all terms of the Agreement remain in full force.

Officers will be eligible after 60 days Kaiser Traditional 75/25 split, then 180 days 90/10 split and 365 days 100% to include dental and vision.

Plan# 41002 - Kaiser S.CA

Client Pays 75% for Employee Only Coverage

Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$110.58	\$82.94	\$27.64
Employee + 1	\$221.16	\$82.94	\$138.22
Family	\$331.73	\$82.94	\$248.79

Plan# 41030 - Kaiser S. CA

Client Pays 90% for Employee Only Coverage

Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$110.58	\$99.52	\$11.06
Employee + 1	\$221.16	\$99.52	\$121.64
Family	\$331.73	\$99.52	\$232.21

Plan# 41001 - Kaiser S.CA

Client Pays 100% for Employee Only Coverage


Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$110.58	\$110.58	\$0.00
Employee + 1	\$221.16	\$110.58	\$110.58
Family	\$331.73	\$110.58	\$221.15

Client

By:

Name:

Title:


Aaron Aulanta
Managing Director

Securitas Security Services USA, Inc.

By:

Name:

Title:

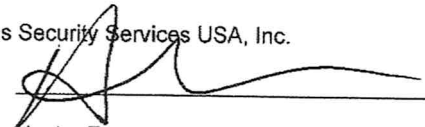

Hector Romero
Branch Manager

Exhibit E – Benefits/Personal Time/Observed Holidays

OBSERVED HOLIDAYS

COMPANY will observe 3 Holidays and if officers' work will be billed at OT/Holiday rate for Christmas, July 4, and Thanksgiving Day.

PERSONAL DAYS (to be paid by COMPANY)

Six personal days will be paid *after 6 months* of continuous service to COMPANY'S account. All six personal days must be taken before one year of service is completed. All personal days must be used during the year they were earned. Personal days may not be accumulated and are paid only to active employees with this account after 6 months. COMPANY will be billed at officers pay Rate plus PTI (.22).

MEDICAL BENEFITS – (see below chart – effective January 1, 2015) .

COMPANY will be charged for employee's medical benefits based on below chart. COMPANY pays employee coverage only. Director of Safety is offered Kaiser Medical Plan. All other employees are offered Secure Silver Medical Plan. Dental and Vision plans are paid by COMPANY after one year of service.

Plan# 41001- Kaiser S. CA - Standard Code

Coverage Code	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
Employee Only	\$116.40	\$116.40	\$0.00
Employee + 1	\$232.80	\$116.40	\$116.40
Family	\$349.20	\$116.40	\$232.80

Secure Silver- CA

COMPANY Cost % EE Only	Associate Cost % EE Only	Coverage Level	Total Weekly Rate	Employer Weekly Rate	Employee Weekly Rate
100% 365- days	0%	Employee Only	\$93.25	\$93.25	\$0.00
		Employee + One	\$186.50	\$93.25	\$93.25
		Family	\$279.75	\$93.25	\$186.50
		Plan#	AS301		
90% 180- days	10%	Employee Only	\$93.25	\$83.93	\$9.32
		Employee + One	\$186.50	\$83.93	\$102.57
		Family	\$279.75	\$83.93	\$195.82
		Plan#	AS303		
75% 90-days	25%	Employee Only	\$93.25	\$69.94	\$23.31
		Employee + One	\$186.50	\$69.94	\$116.56
		Family	\$279.75	\$69.94	\$209.81
		Plan#	AS306		